insurance on the property, which stipulates that statements in the application shall be a part of the contract, although in the application the insured agrees to keep a watchman on the premises at such times as that when the fire occurs.

TAXATION—PUBLIC PROPERTY—ARMORIES.—An armory "owned" and occupied by any command of the volunteer military forces of the State is held, in *Board of Trustees of the Gate City Guards* v. *Atlanta* (Ga.), 54 L. R. A. 806, not to be public property within the meaning of the constitutional provision authorizing the exemption from taxation of all public property; and a statute declaring that it shall be to all intents and purposes public property, and exempt from taxation, is held to be void.

MUNICIPAL CORPORATIONS—NEGLIGENCE—FAILURE TO ENFORCE ORDINANCE.—Failure of a municipality to attempt to enforce its ordinance limiting the speed at which bicycles may be ridden on its streets is held, in *Hagerstown* v. *Klotz* (Md.), 54 L. R. A. 940, to render it liable for injuries to a pedestrian knocked down by a bicycle which is being ridden at an immoderate rate of speed. This ruling seems out of line with the authorities. See *Jones* v. *Williamsburg*, 97 Va. 722; Note 14 C. C. A. 534–547.

INSURANCE AGAINST SICKNESS—CONTINUOUS CONFINEMENT.—Recovery on a policy insuring against sickness, which limits liability to the period when insured is continuously confined to his house and subject to the personal calls of a registered physician in good standing, is held, in *Hoffman* v. *Michigan Home & H. Asso.* (Mich.), 54 L. R. A. 746, not to be defeated by the fact that the insured went out by direction of his physician for an occasional and necessary airing, if, by reason of his illness, he was continuously confined to the house for a large portion of the time.

INJURIES RESULTING FROM FAILURE TO COMPLY WITH STATUTE.—A merchant who fills a jug with gasoline for a customer, without complying with the statute providing that no gasoline shall be sold unless the package containing it is marked "gasoline," is held, in *Ives* v. *Welden* (Ia.), 54 L. R. A. 854, to be liable for injuries to a member of the customer's family by its explosion when she attempts to use it believing it to be kerosene.

As to damages for breach of a statute, see *Conelly* v. *West. Union Tel. Co.*, 7 Va. Law Register 704, and note.

PRINCIPAL AND AGENT—LOSS OF MONEY BY BURGLARY.—Where moneys of a railroad company in the hands of an agent were stolen by burglars from a safe in which he had deposited them, *Held*, that in the absence of a special agreement he was not an insurer, but only a bailee answerable for ordinary neglect. He was not responsible for the loss of the money resulting from dangers necessarily incident to its keeping, nor from accident or irresistible force, under which latter term a loss by robbery or burglary is comprehended. *Louisville & N. R. Co.* v. *Buffington* (Ala.), 31 South. 592.